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TSMC ARIZONA CORPORATION  
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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 TSMC ARIZONA CORPORATION, a  
corporation,  
12

13 Plaintiff,  
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v.  
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16 MORRISON EXPRESS  
CORPORATION (U.S.A.), a  
corporation; PACIFIC EXPRESSWAY,  
INC., a corporation; MACKENZIE  
17 AND PAIGE LOGISTICS, LLC; and  
DOE ONE through DOE TEN,  
18

19 Defendants.  
20

21 Case No. 2:25-cv-03639  
22

**COMPLAINT FOR DAMAGE TO  
CARGO (CARMACK  
AMENDMENT LIABILITY)**  
23

24 Plaintiff's complaint follows:  
25

**GENERAL ALLEGATIONS**

26 1. Plaintiff TSMC ARIZONA CORPORATION ("TSMC"), is now, and  
27 at all times material was, a corporation duly established and existing by virtue of  
law, and was at all relevant times, the owner of the shipment that is the subject of this  
lawsuit.

28 / / /

1       2. Plaintiff is informed and believes and on the basis of that information  
 2 and belief alleges that, MORRISON EXPRESS CORPORATION (U.S.A.)  
 3 (“MORRISON”), a corporation; , MACKENZIE AND PAIGE LOGISTICS, LLC  
 4 (“M&P), and PACIFIC EXPRESSWAY, INC. (“PEW”), a corporation, are now and  
 5 at all times herein material were engaged in business as common carriers for hire in  
 6 the County of Los Angeles, State of California.

7       3. The true names of defendants named herein as DOE ONE through  
 8 DOE TEN, each of whom is or may be responsible for the events and matters herein  
 9 referred to, and each of whom caused or may have caused or contributed to the loss  
 10 herein complained of, are unknown to plaintiff, who therefore sues said defendants  
 11 by such fictitious names. Plaintiff will amend its complaint to show the true names  
 12 of said defendants when the same have been ascertained.

13      4. The claims alleged herein contain causes of action for non-delivery of  
 14 cargo under the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. §  
 15 14706. Accordingly, this Court has jurisdiction over this action pursuant to 28  
 16 U.S.C. §1331. Venue is proper under 28 U.S.C. §1391(b).

17      5. Plaintiff is informed and believes and on the basis of such information  
 18 and belief alleges that on or about April 27, 2023, at Rancho Dominguez, California,  
 19 defendants, and each of them, received a shipment of a machine known as a Vector  
 20 Extreme Core chamber belonging to plaintiff. Under bills of lading no.  
 21 SSINS23000367 and others, said defendants agreed, orally and in writing, and in  
 22 return for good and valuable consideration, to carry said cargo from Rancho  
 23 Dominguez, California, to Phoenix, Arizona, and there deliver said cargo in the  
 24 same good order, condition, and quantity as when received.

25      6. Thereafter, in breach of and in violation of said agreements, said  
 26 defendants did not deliver said cargo in the same good order, condition, and quantity  
 27 as when received at Rancho Dominguez, California. To the contrary, said  
 28 defendants, and each of them, delivered the subject shipment in a severely damaged

1 conditions, as a result of which the cargo was depreciated in an amount of not less  
2 than \$1,466.353.09.

3 **FIRST CAUSE OF ACTION**

4 **(Carmack Amendment Liability against all Defendants)**

5 7. Plaintiff realleges and incorporates herein with like force and effect  
6 every allegation of paragraphs 1 through 6 as set forth above.

7 8. Based on the General Allegations above, defendants are liable to  
8 plaintiff under the Carmack Amendment.

9 9. Plaintiff has therefore been damaged in the sum of not less than  
10 \$1,466,353.09, no part of which has been paid, despite demand therefor.

11 WHEREFORE, Plaintiff prays that this Court enter judgment in its favor and  
12 against defendants; that this Court decree payment by defendants to Plaintiff in the  
13 amount of \$1,466,353.09, or another amount to be proven at trial, together with  
14 prejudgment interest thereon, attorneys' fees and costs of suit herein; and that  
15 Plaintiff have such other and further relief as in law and justice it may be entitled to  
16 receive.

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Respectfully submitted,

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Dated: April 24, 2025

GIBSON ROBB & LINDH LLP

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/s/ JOSHUA E. KIRSCH

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Attorneys for Plaintiff

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TSMC ARIZONA CORPORATION

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